121; *Fountain* v. *Bigham*, 235 Pa. 35, 84 Atl. 131, 29 Ann. Cas. 1185. Moral duress consists in imposition, oppression, undue influence, or the taking of undue advantage of the business or financial stress, or extreme necessities, or weaknesses of another; the theory under which relief is granted is that the party profiting thereby has received money which in equity and good conscience he ought not to retain. And so money paid by one in financial distress to compromise a suit against him by a party owing him large sums, which suit would take several years, is recoverable as paid under duress. *Rees* v. *Schmits*, 164 Ill. App. 250; *Faulkner* v. *Faulkner*, 147 N. Y. Supp. 745. Again one paying money or agreeing to pay it to release goods detained from him might have such an immediate want of his goods that an action at law would not be adequate. *Harmony* v. *Bingham*, 12 N. Y. 99; *Vine* v. *Glenn*, 41 Mich. 112, 1 N. W. 997; *Van Dyke* v. *Wood*, 70 N. Y. Supp. 324.

This latter proposition is not properly duress resulting from a threat to do a lawful act, but it is mentioned as showing the English view. The ruling was applied in *Astley* v. *Reynolds*, 2 Strange 915, and seems to be the most liberal stand taken by the English courts in cases involving duress of goods. This case has been much cited in later cases, sometimes with approval, and at other times with bitter criticism.

CONTRACTS—SPECIFIC PERFORMANCE—TIME NOT OF ESSENCE OF A CONTRACT TO PAY MONEY.—The plaintiff and the defendant entered into an agreement concerning the purchase of a certain tract of land. By the terms of the contract the plaintiff paid a portion of the stipulated price and agreed to pay the balance on a certain named date at which time the defendant was to convey title. It was stipulated that upon failure of the plaintiff to perform promptly he was to lose all rights in the property and the amount already paid. The plaintiff did not perform by the specified date but offered to perform shortly thereafter, at which time he requested the defendant to make title. Upon refusal by the defendant, the plaintiff brought a bill in equity to enforce specific performance. *Held*, Decree for plaintiff. *Morgan* v. *Forbes* (Mass.), 128 N. E. 792.

At law, time is always of the essence of the contract. *Tyler* v. *Young*, 2 Scam. (Ill.) 444, 35 Am. Dec. 116; *Shinn* v. *Roberts*, 1 Spen. (N. J.) 435, 43 Am. Dec. 636. But equity abhors a forfeiture. *Palmer* v. *Ford*, 70 Ill. 369; *Cheney* v. *Bilby*, 74 Fed. 52. And does not therefore ordinarily regard time as being of the essence. *Young* v. *Rathbone*, 16 N. J. Eq. 224, 84 Am. Dec. 151; *Brastner* v. *Gratz*, 6 Wheat. 528. Specific performance may be decreed in case justice requires it, even though the literal terms of or stipulations as to time have not been observed. *Sanford* v. *Weeks*, 38 Kan. 319, 16 Pac. 465, 5 Am. St. Rep. 748; *Jones* v. *Robbins*, 29 Me. 351, 50 Am. Dec. 593.

Yet the courts uniformly agree that the parties may expressly stipulate that time is of the essence of the contract to perform a collateral act other than the payment of money, and equity will not relieve the party in default. *Monroe* v. *Armstrong*, 96 Pa. St. 307; *Haggerty* v. *Elytas Land Co.*, 89 Ala. 428, 7 So. 651. And the same rule has been applied

in some cases where the agreement was to pay money. *Phelps* v. *Illinois Central R. Co.*, 63 Ill. 468; *Garcin* v. *Pennsylvania Furnace Co.*, 186 Mass. 405, 71 N. E. 793. But in the majority of cases, the agreement as to time and the forfeiture of rights is treated merely as security for the purchase price, and upon tender of the purchase money plus interest within a reasonable time, equity will relieve from the forfeiture and compel specific performance. *Sanford* v. *Weeks, supra; Barnard* v. *Lee*, 97 Mass. 92.

HUSBAND AND WIFE—FAMILY EXPENSES CHARGEABLE ON WIFE'S PROPERTY—ATTORNEY'S FEES.—Plaintiff defended defendant's husband in a prosecution on charge of felony, and brought an action to charge defendant's property for the services under a statute making such property liable for "reasonable and necessary family expenses". *Held*, fees for such services were not a family expense. *Sager, Sweet & Edwards* v. *Risk* (Iowa), 180 N. W. 299.

In recent years statutes have been enacted in several States making "family expenses" a charge on the property of the wife as well as the husband. *Murdy* v. *Skyles*, 101 Iowa 549, 70 N. W. 714, 63 Am. St. Rep. 411; *Dodd* v. *St. John*, 22 Ore. 250, 29 Pac. 618, 15 L. R. A. 717; *Russell* v. *Graumann*, 40 Wash. 667, 82 Pac. 998, 5 Ann. Cas. 830. Being in derogation of the common law, they are naturally to be strictly construed. The liability of the wife thus created cannot be enlarged by any act of the husband, nor is it dependent on her own consent. Hence she may be charged for what is actually sold on the husband's credit to him, if it is for family use. *McCartney, etc., Co.* v. *Carter*, 129 Iowa 20, 105 N. W. 339, 3 L. R. A. (N. S.) 145.

As to what actually falls within the term "family expenses" no comprehensive definition has been yet attempted, but the facts in the particular cases arising are largely determinative. *Houck* v. *La Junta Hardware Co.*, 50 Colo. 228, 114 Pac. 645, 32 L. R. A. (N. S.) 939. It is essential that the expenditures made should be purely for services rendered to the family or for property kept for family use, although they need not be for "necessaries" in the sense in which that term is usually applied. *Dodd* v. *St. John, supra; Von Platen* v. *Krueger*, 11 Ill. App. 627. Medical services rendered to any member of the family are well within the rule and chargeable upon the wife's property or upon her personally, if that kind of liability is imposed. *Leake* v. *Lucas*, 65 Neb. 359, 91 N. W. 374, 93 N. W. 1019, 62 L. R. A. 190; *Vest* v. *Kramer* (Iowa), 114 N. W. 886, 14 L. R. A. (N. S.) 1032; *Russell v. Graumann, supra.* It was argued in the instant case that the analogy to legal services in a prosecution for a felony was controlling, but the court reasoned that such a ruling would lead to making the wife liable for attorney's fees in any litigation which the husband himself might institute. A possible distinction might be drawn between those cases when the husband was the plaintiff and when he was defendant, but no mention was made of it by the court. Clothing purchased by the husband has been held to be family expense. *Hudson* v. *King*, 23 Ill. App. 118. So has a diamond shirt stud obtained for personal use. *Neasham* v. *McNair*, 103 Iowa 695, 72 N. W. 773, 38 L. R. A. 847. But see *Hyman* v. *Harding*, 162 Ill. 357,